

**ORIGINAL**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
HARVINDER P. JULKA,

Plaintiff,

-against-

THE AUTOMOBILE INSURANCE COMPANY OF  
HARTFORD, CONNECTICUT AND THE TRAVELERS  
PROPERTY CASUALTY COMPANY,

Defendants.  
-----X

**NOTICE OF REMOVAL**

No. **08 CV 2410**

**JUDGE BRIANT**

TO: The United States District Court  
For the Southern District of New York

Defendant, The Automobile Insurance Company of Hartford, Connecticut, incorrectly  
sued herein as The Automobile Insurance Company of Hartford, Connecticut and The Travelers  
Property Casualty Company ("Defendant"), by and through its attorneys, Rivkin Radler LLP,  
respectfully notifies this Court of the removal of the above-captioned matter to the United States  
District Court for the Southern District of New York pursuant to 28 U.S.C. §§ 1332, 1441 and  
1446 based upon the following:

1. Plaintiff, Harvinder P. Julka ("Plaintiff"), filed an Amended Summons and  
Amended Complaint with the Westchester County Clerk's Office on or about February 14, 2008.  
A true copy of the Amended Summons and Amended Complaint is annexed hereto as Exhibit  
"A".

2. On or about February 15, 2008, Defendant received the Amended Summons and  
Amended Complaint.

FILED  
U.S. DISTRICT COURT  
2008 MAR 10 AM 11:22  
S.D. OF N.Y.

3. Plaintiff's action is a civil action over which this Court has original jurisdiction based upon diversity of citizenship under 28 U.S.C. § 1332 and, thus, Defendant may remove to this Court pursuant to 28 U.S.C § 1441(a), *et. seq.*, which provides as follows:

...any civil action brought in a state court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

4. This action is within the original jurisdiction of this Court because there is complete diversity of citizenship among the parties and Plaintiff seeks an award in excess of \$75,000. Specifically, upon information and belief, Plaintiff is a citizen of New York; Defendant, The Automobile Insurance Company of Hartford, Connecticut, is a Connecticut corporation with its principal place of business in Connecticut; Defendant, The Travelers Property Casualty Company, is a Connecticut corporation with its principal place of business in Connecticut, and Plaintiff's Amended Complaint seeks damages in excess of \$75,000 exclusive of interest and costs.

5. This Notice of Removal has been filed within thirty days of receipt by Defendant of the Summons With Notice pursuant to 28 U.S.C. § 1446(b). Further, Westchester County is within the venue of the United States District Court for the Southern District of New York.

6. Pursuant to 28 U.S.C. § 1446 (d), Defendant will promptly file a copy of this Notice of Removal with the Clerk of Supreme Court of the State of New York, Westchester County, and will serve a copy of the same upon Plaintiff.

7. Pursuant to 28 U.S.C. 1446 (a), this Notice of Removal is signed pursuant to and in compliance with Fed. R. Civ. P. 11, *et. seq.*

WHEREFORE, Defendant, The Automobile Insurance Company of Hartford, Connecticut, incorrectly sued herein as The Automobile Insurance Company of Hartford, Connecticut and The Travelers Property Casualty Company, hereby files this Notice of Removal of this action from the Supreme Court of the State of New York, Westchester County, to the United States District Court for the Southern District of New York.

Dated: March 6, 2008  
Uniondale, New York

Respectfully submitted,

RIVKIN RADLER LLP  
Attorneys for Defendant  
The Automobile Insurance Company of Hartford,  
Connecticut incorrectly sued herein as The  
Automobile Insurance Company of Hartford,  
Connecticut and The Travelers Property Casualty  
Company

By:



Alan C. Eagle, Esq. (ACE 3451)  
926 RexCorp Plaza  
Uniondale, New York 11556  
516-357-3000

MS  
12/15/07  
11:56am

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

HARVINDER P. JULKA,

Plaintiff(s)

-against-

THE AUTOMOBILE INSURANCE COMPANY OF  
HARTFORD, CONNECTICUT AND THE  
TRAVELERS PROPERTY CASUALTY COMPANY,

Defendants

Index No. 24197/07

Date Purchased 11/27/07

Plaintiff(s) designate(s)

WESTCHESTER

County as the place of trial.

The basis of the venue is  
Plaintiff's Residence

**AMENDED SUMMONS**

Plaintiff(s) reside(s) at

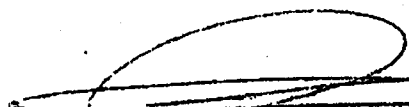
Dobbs Ferry

County of Westchester

To the above named Defendant(s)

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Ardsley, New York  
February 14, 2008

  
\_\_\_\_\_  
ANTHONY J. PIRROTTI, ESQ.  
LAW OFFICES OF ANTHONY J. PIRROTTI, P.C.  
Attorneys for Plaintiff  
Office and Post Office Address  
501 Ashford Avenue  
Ardsley, New York 10502  
(914) 693-8000

CORPORATE LITIGATION  
HARTFORD

FEB 15 2008

FIVE PM

TO: AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CT.  
ONE TOWER SQUARE  
HARTFORD, CT. 06183

TRAVELERS PROPERTY CASUALTY COMPANY  
ONE TOWER SQUARE  
HARTFORD, CT 06183

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X

HARVINDER P. JULKA,

Plaintiff,

**AMENDED COMPLAINT**

- against -

**Index No: 24197/07**

THE AUTOMOBILE INSURANCE COMPANY  
OF HARTFORD, CONNECTICUT AND THE  
TRAVELERS PROPERTY CASUALTY COMPANY,

Defendants.

-----X

Plaintiff, by and through his attorney, ANTHONY J. PIRROTTI, ESQ., as and for his  
Verified Complaint, states and allege as follows:

1. At all times hereinafter mentioned, the plaintiff is a resident of the County of Westchester, State of New York.
2. At all times hereinafter mentioned, the plaintiff is the owner in fee of a three-story home located at 45 Northfield Avenue, Dobbs Ferry, New York.

3. Upon information and belief and at all times hereinafter mentioned, the Defendant, THE TRAVELERS PROPERTY CASUALTY COMPANY, (hereinafter referred to as "TRAVELERS"), is engaged in the insurance business and authorized to conduct business in the State of New York.

4. Upon information and belief and at all times hereinafter mentioned, the Defendant, AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT (hereinafter referred to as AICHC), is engaged in the insurance business and authorized to conduct business in the State of New York.

5. Upon information and belief, and at all times hereinafter mentioned, the defendant, TRAVELERS, is a domestic corporation licensed to do business in the State of New York.

6. Upon information and belief, and at all times hereinafter mentioned, the defendant, TRAVELERS, is a foreign corporation licensed to do business in the State of New York.

7. Upon information and belief, and at all times hereinafter mentioned, the defendant, AICHC, is a domestic corporation licensed to do business in the State of New York.

8. Upon information and belief, and at all times hereinafter mentioned, the defendant, AICHC, is a foreign corporation licensed to do business in the State of New York.

9. Upon information and belief and at all times hereinafter mentioned, the Defendant, AICHC, is one of the Defendant, TRAVELERS, companies.

10. Upon information and belief, at all times hereinafter mentioned, the Defendant, TRAVELERS, has offices located at P. O. Box 571, Monroe, New York.

11. Upon information and belief, at all times hereinafter mentioned, the Defendant, AICHC, has offices located at P. O. Box 571, Monroe, New York.

12. Upon information and belief, at all times hereinafter mentioned, the Defendant, TRAVELERS, issued a homeowner's insurance policy to the plaintiff for premises located at 45 Northfield Avenue, Dobbs Ferry, New York.

13. Upon information and belief, at all times hereinafter mentioned, the Defendant, AICHC, issued a homeowner's insurance policy to the plaintiff for premises located at 45 Northfield Avenue, Dobbs Ferry, New York.

14. The policy of insurance issued by defendants, TRAVELERS and AICHC, bears Policy No. 979368948-633-1.

15. Plaintiff, HARVINDER P. JULKA, is the person covered and insured for his under the terms of the insurance issued by the defendants, under Policy No. 979368948-633-1.

16. Said premises located at 45 Northfield Avenue, Dobbs Ferry, New York were the premises under the terms of the homeowner's policy issued by the defendants, under Policy No. 979368948-633-1.

17. The policy of insurance issued by defendants was at all times paid and was not canceled at any point or any time.

18. On February 13, 2007, the plaintiff sustained damages to the said premises located at 45 Northfield Avenue, Dobbs Ferry, New York, as a result the water freezing in the premises.

19. That said damages are covered by the plaintiff's homeowner's policy issued by the defendants, TRAVELERS and AICHC.

20. That on or about September 5, 2007, the a representative of the defendants did notify the plaintiff that his claim for damages was rejected.

21. The basis for the defendants' rejection of the claim was that the loss was caused by water that leaked from the plumbing and heating system as a result of freezing conditions.

22. The defendants further claimed that the plaintiff did not use reasonable care to maintain heat in the house and did not drain the systems while the home was vacant and unoccupied.

23. The defendants were aware that the plaintiff was on an automatic delivery system with the fuel oil company and that five (5) days before the alleged loss there was a fuel oil delivery made to the aforementioned premises.

24. The defendants were aware that the aforementioned premises were regularly visited by the plaintiff and there was no indication that the plumbing and heating systems had malfunctioned in any way.

25. Defendants were on notice that the plaintiff maintained a series of portable heaters which were thermostatically controlled and the heaters were located throughout the aforementioned premises, including the third floor, where the leak is alleged to have occurred.

26. That pursuant to the policy issued by the defendants, the only exception to coverage when the house is vacant, unoccupied or being constructed is if the insured does not maintain heat in the building or drain the pipes.

27. The plaintiff at all times maintained a heating system in the building and it was serviceable and working on the date of the loss.

28. That pursuant to the terms of the insurance policy, the insured was also required to mitigate any further damages to the premises, which the plaintiff promptly and sufficiently administered.

29. The damages sustained by the plaintiff is in the sum of \$222,673.00

30. The plaintiff has demanded that the Defendants, TRAVELERS AND AICHHC, cover the loss in the sum of \$222,673.00, pursuant to the terms of the policy of insurance issued by them.

31. No part has been paid, nor will the defendants cover any part thereto, although duly demanded.

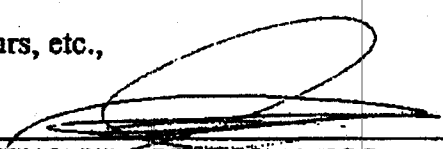
32. In addition to the above, damages were further sustained in the approximate amount of \$50,000.00 because of the defendants' refusal to pay the covered loss.

33. As a result of the foregoing the plaintiff has been damaged in the sum of \$272,673.00.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of  
TWO HUNDRED SEVENTY TWO SIX HUNDRED SEVENTY THREE AND 00/100  
(\$272,673.00) DOLLARS, together with costs, disbursements, attorney fees and interest on  
this matter.

Dated: Ardsley, New York  
February 14, 2008

Yours, etc.,



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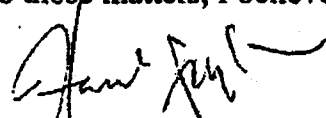
ANTHONY J. PIRROTTI, ESQ.,  
LAW OFFICES OF ANTHONY J. PIRROTTI P.C.  
Attorneys for Plaintiff  
501 Ashford Avenue  
Ardsley, New York 10502  
(914) 693-8000

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF WESTCHESTER        )

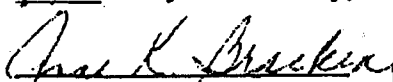
**HARVINDER P. JULKA**, being duly sworn, deposes and says:

I am the plaintiff in the above entitled action.

I have read the annexed **AMENDED VERIFIED COMPLAINT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

  
\_\_\_\_\_  
**HARVINDER P. JULKA**

Sworn to before me this  
14<sup>th</sup> day of February, 2008

  
\_\_\_\_\_  
**NOTARY PUBLIC**

**ANNE K. BRACKEN**  
Notary Public, State Of New York  
No. 4348109  
Qualified in Dutchess County  
Commission Expires March 8, 2011

**ATTORNEY'S CERTIFICATION**

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the Courts of New York State, certifies that, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the paper or the contentions herein are not frivolous as defined in subsection (c) of Section 130-1.1.

Dated: February 14, 2008

  
\_\_\_\_\_  
**ANTHONY J. PIRROTTI**

-24197/07

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Index No.

Year 20

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTERHARVINDER P. JULKA,  
Plaintiff,

- against -

TRAVELERS INSURANCE COMPANY,  
Defendant

## AMENDED SUMMONS AND AMENDED VERIFIED COMPLAINT

LAW OFFICES OF ANTHONY J. PIRROTTI P.C.

Attorneys for

Plaintiff  
501 ASHFORD AVENUE  
ARDSLEY, NEW YORK 10502  
(914) 693-8000

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: .....

Signature .....

Print Signer's Name .....

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

## PLEASE TAKE NOTICE

Check Applicable Box

☐NOTICE OF  
ENTRYthat the within is a (certified) true copy of a  
entered in the office of the clerk of the within-named Court on

20

☐NOTICE OF  
SETTLEMENTthat an Order of which the within is a true copy will be presented for settlement to the  
Hon. , one of the judges of the within-named Court,  
at  
on 20 , at M.

Dated:

LAW OFFICES OF ANTHONY J. PIRROTTI P.C.

Attorneys for

STATE OF NEW YORK, COUNTY OF

I, the undersigned, am an attorney admitted to practice in the courts of New York, and

Attorney's  
Certificationcertify that the annexed  
has been compared by me with the original and found to be a true and complete copy thereof.Attorney's  
Verification  
by  
Affirmation

say that: I am the attorney of record, or of counsel with the attorney(s) of record, for

I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following.

The reason I make this affirmation instead of

is

I affirm that the foregoing statements are true under penalties of perjury.

Dated:

(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF

ss:

being sworn says: I am

Individual  
Verification

in the action herein; I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

the of

Corporate  
Verification

a corporation, one of the parties to the action; I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Sworn to before me on

, 20

(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF

ss:

being sworn says: I am not a party to the action, am over 18 years of

age and reside at

On

, 20 , I served a true copy of the annexed

in the following manner:

Service  
by Mail

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

Personal  
Service

by delivering the same personally to the persons at the address indicated below:

Service by  
Facsimile

by transmitting the same to the attorney by facsimile transmission to the facsimile telephone number designated by the attorney for that purpose. In doing so, I received a signal from the equipment of the attorney served indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) as indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

Service by  
Electronic  
Means

by transmitting the same to the attorney by electronic means upon the party's written consent. In doing so, I indicated in the subject matter heading that the matter being transmitted electronically is related to a court proceeding:

Overnight  
Delivery  
Service

by depositing the same with an overnight delivery service in a wrapper properly addressed, the address having been designated by the addressee(s) for that purpose or, if none is designated, to the last-known address of addressee(s). Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on

, 20